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NOTE: CHANGES MADE BY THE COURT

Attorneys for Defendant JAGUAR LAND ROVER NORTH AMERICA, LLC

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA – WESTERN DIVISION

SAMIA NOWZARI, an individual;	)	Case No. 2:18-cv-09576-DMG-JPR
Plaintiff,	)	(Removed from Los Angeles Superior
	)	Court – Case No. BC724477)
vs.)	
JAGUAR LAND ROVER NORTH	)	STIPULATED PROTECTIVE
AMERICA, LLC, A Delaware	)	ORDER; [PROPOSED] ORDER
Limited Liability Company; and)	
DOES 1 through 20, inclusive,	)	Action Filed: October 5, 2018
Defendants.	)	Trial Date: None
	)	<i>Assigned for all purposes to the Hon.</i>
	)	<i>Dolly M. Gee</i>
	)	<i>in Courtroom 8C</i>

IT IS HEREBY STIPULATED by and between the Parties to Samia Nowzari v. Jaguar Land Rover North America, LLC, et. al., by and through their respective counsel of record, that in order to facilitate the exchange of information and documents which may be subject to confidentiality limitations on disclosure due to federal laws, state laws, and privacy rights, the Parties stipulate as follows:

1. In this Stipulation and Protective Order, the words set forth below shall have the following meanings:

a. "Proceeding" means the above-entitled proceeding Samia Nowzari

1 v. Jaguar Land Rover North America, LLC, et. al., United States
2 District Court – Central District, Western Division Case No.
3 2:18-cv-09576-DMG-JPR.

- 4 b. "Court" means the Hon. Dolly M. Gee, or any other judge to which
5 this Proceeding may be assigned, including Court staff
6 participating in such proceedings.
- 7 c. "Confidential" means any information which is in the possession of
8 a Designating Party who believes in good faith that such
9 information is entitled to confidential treatment under applicable
10 law.
- 11 d. "Confidential Materials" means any Documents, Testimony or
12 Information as defined below designated as "Confidential"
13 pursuant to the provisions of this Stipulation and Protective Order.
- 14 e. "Designating Party" means the Party that designates Materials as
15 "Confidential."
- 16 f. "Disclose" or "Disclosed" or "Disclosure" means to reveal,
17 divulge, give, or make available Materials, or any part thereof, or
18 any information contained therein.
- 19 g. "Documents" means (i) any "Writing," "Original," and "Duplicate"
20 as those terms are defined by the Federal Rules of Evidence, which
21 have been produced in discovery in this Proceeding by any person,
22 and (ii) any copies, reproductions, or summaries of all or any part
23 of the foregoing.
- 24 h. "Information" means the content of Documents or Testimony.
- 25 i. "Testimony" means all depositions, declarations or other testimony
26 taken or used in this Proceeding.

27 2. The Designating Party shall have the right to designate as
28 "Confidential" any Documents, Testimony or Information that the Designating

1 Party in good faith believes to contain non-public information that is entitled to
2 confidential treatment under applicable law.

3 3. The entry of this Stipulation and Protective Order does not alter,
4 waive, modify, or abridge any right, privilege or protection otherwise available to
5 any Party with respect to the discovery of matters, including but not limited to any
6 Party's right to assert the attorney-client privilege, the attorney work product
7 doctrine, or other privileges, or any Party's right to contest any such assertion.

8 4. Any Documents, Testimony or Information to be designated as
9 "Confidential" must be clearly so designated before the Document, Testimony or
10 Information is Disclosed or produced. The parties may agree that the case name
11 and number are to be part of the "Confidential" designation. The "Confidential"
12 designation should not obscure or interfere with the legibility of the designated
13 Information.

14 a. For Documents (apart from transcripts of depositions or other
15 pretrial or trial proceedings), the Designating Party must affix the
16 legend "Confidential" on each page of any Document containing
17 such designated Confidential Material.

18 b. For Testimony given in depositions the Designating Party may
19 either:

20 i. identify on the record, before the close of the deposition, all
21 "Confidential" Testimony, by specifying all portions of the
22 Testimony that qualify as "Confidential;" or

23 ii. designate the entirety of the Testimony at the deposition as
24 "Confidential" (before the deposition is concluded) with the
25 duty to identify more specific portions of the Testimony as
26 to which protection is sought within 30 days following
27 receipt of the deposition transcript. In circumstances where
28 portions of the deposition Testimony are designated for

1 protection, the transcript pages containing "Confidential"
2 Information may be separately bound by the court reporter,
3 who must affix to the top of each page the legend
4 "Confidential," as instructed by the Designating Party.

5 c. For Information produced in some form other than Documents, and
6 for any other tangible items, including, without limitation, compact
7 discs or DVDs, the Designating Party must affix in a prominent
8 place on the exterior of the container or containers in which the
9 Information or item is stored the legend "Confidential."

10 d. If only portions of the Information or item warrant protection, the
11 Designating Party, to the extent practicable, shall identify the
12 "Confidential" portions.

13 5. The inadvertent production by any of the undersigned Parties or non-
14 Parties to the Proceedings of any Document, Testimony or Information during
15 discovery in this Proceeding without a "Confidential" designation, shall be without
16 prejudice to any claim that such item is "Confidential" and such Party shall not be
17 held to have waived any rights by such inadvertent production. In the event, that
18 any Document, Testimony or Information that is subject to a "Confidential"
19 designation is inadvertently produced without such designation, the Party that
20 inadvertently produced the document shall give written notice of such inadvertent
21 production within twenty (20) days of discovery of the inadvertent production,
22 together with a further copy of the subject Document, Testimony or Information
23 designated as "Confidential" (the "Inadvertent Production Notice"). Upon receipt
24 of such Inadvertent Production Notice, the Party that received the inadvertently
25 produced Document, Testimony or Information shall promptly destroy the
26 inadvertently produced Document, Testimony or Information and all copies
27 thereof, or, at the expense of the producing Party, return such together with all
28 copies of such Document, Testimony or Information to counsel for the producing

1 Party and shall retain only the "Confidential" designated Materials. Should the
2 receiving Party choose to destroy such inadvertently produced Document,
3 Testimony or Information, the receiving Party shall notify the producing Party in
4 writing of such destruction within ten (10) days of receipt of written notice of the
5 inadvertent production. This provision is not intended to apply to any inadvertent
6 production of any Information protected by attorney-client or work product
7 privileges. In the event, that this provision conflicts with any applicable law
8 regarding waiver of confidentiality through the inadvertent production of
9 Documents, Testimony or Information, such law shall govern.

10 6. In the event that counsel for a Party receiving Documents, Testimony
11 or Information in discovery designated as "Confidential" objects to such
12 designation with respect to any, or all, of such items, said counsel shall advise
13 counsel for the Designating Party, in writing, of such objections, the specific
14 Documents, Testimony or Information to which each objection pertains, and the
15 specific reasons and support for such objections (the "Designation Objections").
16 Counsel for the Designating Party shall have thirty (30) days from receipt of the
17 written Designation Objections to either (a) agree in writing to de-designate
18 Documents, Testimony or Information pursuant to any or all of the Designation
19 Objections and/or (b) file a motion with the Court under Local Rule 37 seeking to
20 uphold any or all designations on Documents, Testimony or Information addressed
21 by the Designation Objections (the "Designation Motion"). Pending a resolution of
22 the Designation Motion by the Court, any, and all existing designations on the
23 Documents, Testimony or Information at issue in such Motion shall remain in
24 place. The Designating Party shall have the burden on any Designation Motion of
25 establishing the applicability of its "Confidential" designation. In the event, that the
26 Designation Objections are neither timely agreed to nor timely addressed in the
27 Designation Motion, then such Documents, Testimony or Information shall be de-
28 designated in accordance with the Designation Objection applicable to such

1 material.

2 7. Access to and/or Disclosure of Confidential Materials designated as
3 "Confidential" shall be permitted only to the following persons:

4 a. the Court;

5 b. (1) Attorneys of record in the Proceedings and their affiliated
6 attorneys, paralegals, clerical and secretarial staff employed by
7 such attorneys who are actively involved in the Proceedings and
8 are not employees of any Party. (2) In-house counsel to the
9 undersigned Parties and the paralegal, clerical and secretarial staff
10 employed by such counsel. Provided, however, that each non-
11 lawyer given access to Confidential Materials shall be advised that
12 such Materials are being Disclosed pursuant to, and are subject to,
13 the terms of this Stipulation and Protective Order and that they
14 may not be Disclosed other than pursuant to its terms;

15 c. those officers, directors, partners, members, employees and agents
16 of all non-designating Parties that counsel for such Parties deems
17 necessary to aid counsel in the prosecution and defense of this
18 Proceeding; provided, however, that prior to the Disclosure of
19 Confidential Materials to any such officer, director, partner,
20 member, employee or agent, counsel for the Party making the
21 Disclosure shall deliver a copy of this Stipulation and Protective
22 Order to such person, shall explain that such person is bound to
23 follow the terms of such Order, and shall secure the signature of
24 such person on a statement in the form attached hereto as Exhibit
25 "A;"

26 d. court reporters in this Proceeding (whether at depositions,
27 hearings, or any other proceeding);

28 e. any deposition, trial or hearing witness in the Proceeding who

1 previously has had access to the Confidential Materials, or who is
2 currently or was previously an officer, director, partner, member,
3 employee or agent of an entity that has had access to the
4 Confidential Materials;

5 f. any deposition or non-trial hearing witness in the Proceeding who
6 previously did not have access to the Confidential Materials;
7 provided, however, that each such witness given access to
8 Confidential Materials shall be advised that such Materials are
9 being Disclosed pursuant to, and are subject to, the terms of this
10 Stipulation and Protective Order and that they may not be
11 Disclosed other than pursuant to its terms once they agree to be
12 bound by it ;

13 g. mock jury participants, provided, however, that prior to the
14 Disclosure of Confidential Materials to any such mock jury
15 participant, counsel for the Party making the Disclosure shall
16 deliver a copy of this Stipulation and Protective Order to such
17 person, shall explain that such person is bound to follow the terms
18 of such Order; and shall secure the signature of such person on a
19 statement in the form attached hereto as Exhibit "A".

20 h. outside experts or expert consultants consulted by the undersigned
21 Parties or their counsel in connection with the Proceeding, whether
22 or not retained to testify at any oral hearing; provided, however,
23 that prior to the Disclosure of Confidential Materials to any such
24 expert or expert consultant, counsel for the Party making the
25 Disclosure shall deliver a copy of this Stipulation and Protective
26 Order to such person, shall explain its terms to such person, and
27 shall secure the signature of such person on a statement in the form
28 attached hereto as Exhibit "A". It shall be the obligation of counsel,

1 upon learning of any breach or threatened breach of this
2 Stipulation and Protective Order by any such expert or expert
3 consultant, to promptly notify counsel for the Designating Party of
4 such breach or threatened breach; and

5 i. any other person that the Designating Party agrees to in writing.

6 8. Confidential Materials shall be used by the persons receiving them
7 only for the purposes of preparing for, conducting, participating in the conduct of,
8 and/or prosecuting and/or defending the Proceeding, and not for any business or
9 other purpose whatsoever.

10 9. Any Party to the Proceeding (or other person subject to the terms of
11 this Stipulation and Protective Order) may ask the Court, after appropriate notice to
12 the other Parties to the Proceeding, to modify or grant relief from any provision of
13 this Stipulation and Protective Order.

14 10. Entering in to, agreeing to, and/or complying with the terms of this
15 Stipulation and Protective Order shall not:

16 a. operate as an admission by any person that any particular
17 Document, Testimony or Information marked "Confidential"
18 contains or reflects trade secrets, proprietary, confidential or
19 competitively sensitive business, commercial, financial or personal
20 information; or

21 b. prejudice in any way the right of any Party (or any other person
22 subject to the terms of this Stipulation and Protective Order):

23 i. to seek a determination by the Court of whether any
24 particular Confidential Material should be subject to
25 protection as "Confidential" under the terms of this
26 Stipulation and Protective Order; or

27 ii. to seek relief from the Court on appropriate notice to all
28 other Parties to the Proceeding from any provision(s) of this

1 Stipulation and Protective Order, either generally or as to
2 any particular Document, Material or Information.

3 11. Any Party to the Proceeding who has not executed this Stipulation and
4 Protective Order as of the time it is presented to the Court for signature may
5 thereafter become a Party to this Stipulation and Protective Order by its counsel's
6 signing and dating a copy thereof and filing the same with the Court, and serving
7 copies of such signed and dated copy upon the other Parties to this Stipulation and
8 Protective Order.

9 12. Any Information that may be produced by a non-Party witness in
10 discovery in the Proceeding pursuant to subpoena or otherwise may be designated
11 by such non-Party as "Confidential" under the terms of this Stipulation and
12 Protective Order, and any such designation by a non-Party shall have the same
13 force and effect, and create the same duties and obligations, as if made by one of
14 the undersigned Parties hereto. Any such designation shall also function as a
15 consent by such producing Party to the authority of the Court in the Proceeding to
16 resolve and conclusively determine any motion or other application made by any
17 person or Party with respect to such designation, or any other matter otherwise
18 arising under this Stipulation and Protective Order.

19 13. If any person subject to this Stipulation and Protective Order who has
20 custody of any Confidential Materials receives a subpoena or other process
21 ("Subpoena") from any government or other person or entity demanding
22 production of Confidential Materials, the recipient of the Subpoena shall promptly
23 give notice of the same by electronic mail transmission, followed by either express
24 mail or overnight delivery to counsel of record for the Designating Party, and shall
25 furnish such counsel with a copy of the Subpoena unless prohibited by law from
26 doing so. Upon receipt of this notice, the Designating Party may, in its sole
27 discretion and at its own cost, move to quash or limit the Subpoena, otherwise
28 oppose production of the Confidential Materials, and/or seek to obtain confidential

1 treatment of such Confidential Materials from the subpoenaing person or entity to
2 the fullest extent available under law. The recipient of the Subpoena may not
3 produce any Documents, Testimony or Information pursuant to the Subpoena prior
4 to the date specified for production on the Subpoena.

5 14. Nothing in this Stipulation and Protective Order shall be construed to
6 preclude either Party from asserting in good faith that certain Confidential
7 Materials require additional protection. The Parties shall meet and confer to agree
8 upon the terms of such additional protection.

9 15. If, after execution of this Stipulation and Protective Order, any
10 Confidential Materials submitted by a Designating Party under the terms of this
11 Stipulation and Protective Order is Disclosed by a non-Designating Party to any
12 person other than in the manner authorized by this Stipulation and Protective
13 Order, the non-Designating Party responsible for the Disclosure shall bring all
14 pertinent facts relating to the Disclosure of such Confidential Materials to the
15 immediate attention of the Designating Party.

16 16. This Stipulation and Protective Order is entered in to without
17 prejudice to the right of any Party to knowingly waive the applicability of this
18 Stipulation and Protective Order to any Confidential Materials designated by that
19 Party. If the Designating Party uses Confidential Materials in a non-Confidential
20 manner, then the Designating Party shall advise that the designation no longer
21 applies.

22 17. Where any Confidential Materials, or Information derived from
23 Confidential Materials, is included in any motion or other proceeding, the party
24 shall follow the rules applicable to the Court and venue of the proceeding.

25 18. The Parties shall meet and confer regarding the procedures for use of
26 Confidential Materials at trial and shall move the Court for entry of an appropriate
27 order.

28 19. Nothing in this Stipulation and Protective Order shall affect the

1 admissibility into evidence of Confidential Materials, or abridge the rights of any
2 person to seek judicial review or to pursue other appropriate judicial action with
3 respect to any ruling made by the Court concerning the issue of the status of
4 Protected Material.

5 20. This Stipulation and Protective Order shall continue to be binding
6 after the conclusion of this Proceeding and all subsequent proceedings arising from
7 this Proceeding, except that a Party may seek the written permission of the
8 Designating Party or may move the Court for relief from the provisions of this
9 Stipulation and Protective Order. To the extent permitted by law, the Court shall
10 retain jurisdiction to enforce, modify, or reconsider this Stipulation and Protective
11 Order, even after the Proceeding is terminated.

12 21. Within ninety (90) days after the conclusion of this case, counsel for
13 the Party who has received Confidential Materials shall either: (a) return to the
14 Designating Party the Confidential Materials, including any Document which any
15 such Party disclosed to any Qualified Person, or (b) securely destroy the
16 Confidential Materials, including any Documents which any such Party disclosed
17 to any Qualified Person, and certify in writing such destruction to the Designating
18 Party.

19 22. Nothing in this Protective Order shall limit any Party's right to
20 disclose to any person, or use for any purpose, its own information and
21 Documents.

22 23. After this Stipulation and Protective Order has been signed by counsel
23 for all Parties, it shall be presented to the Court for entry. Counsel agree to be
24 bound by the terms set forth herein with regard to any Confidential Materials that
25 have been produced before the Court signs this Stipulation and Protective Order.

26 24. The Parties and all signatories to the Certification, attached hereto as
27 Exhibit "A," agree to be bound by this Stipulation and Protective Order pending its
28 approval and entry by the Court. In the event, that the Court modifies this

1 Stipulation and Protective Order, or in the event, that the Court enters a different
2 Protective Order, the Parties agree to be bound by this Stipulation and Protective
3 Order until, such time as the Court may enter such a different Order. It is the
4 Parties' intent to be bound by the terms of this Stipulation and Protective Order
5 pending its entry so, as to allow for immediate production of Confidential
6 Materials under the terms herein.

7 This Stipulation and Protective Order may be executed in counterparts.

8
9 DATED: March 6, 2019

THE BARRY LAW FIRM

10
11
12 BY: /s/
13 David N. Barry
14 Attorneys for Plaintiff
Samia Nowzari

15
16 DATED: March 4, 2019

BOWMAN AND BROOKE LLP

17
18
19 BY: /s/
20 Brian Takahashi
21 Lindsay G. Carlson
22 Autumn E. Lewis
23 Freddy I. Fonseca
Attorneys for Defendant
JAGUAR LAND ROVER NORTH
AMERICA, LLC

EXHIBIT A

CERTIFICATION RE CONFIDENTIAL DISCOVERY MATERIALS

I hereby acknowledge that I, _____
[NAME], _____ [POSITION AND
EMPLOYER], am about to receive Confidential Materials supplied in connection
with the Proceeding, Samia Nowzari v. Jaguar Land Rover North America, LLC,
et. al., United States District Court – Central District, Western Division Case No.
2:18-cv-09576-DMG-JPR. I certify that I understand that the Confidential
Materials are provided to me subject to the terms and restrictions of the Stipulation
and Protective Order filed in this Proceeding. I have been given a copy of the
Stipulation and Protective Order; I have read it, and I agree to be bound by its
terms.

I understand that Confidential Materials, as defined in the Stipulation and
Protective Order, including any notes or other records that may be made regarding
any such materials, shall not be Disclosed to anyone except as expressly permitted
by the Stipulation and Protective Order. I will not copy or use, except solely for
the purposes of this Proceeding, any Confidential Materials obtained pursuant to
this Protective Order, except as provided therein or otherwise ordered by the Court
in the Proceeding. I further understand that I am to retain all copies of all
Confidential Materials provided to me in the Proceeding in a secure manner, and
that all copies of such Materials are to remain in my personal custody until
termination of my participation in this Proceeding, whereupon the copies of such
Materials will be returned to counsel who provided me with such Materials.

I declare under penalty of perjury, under the laws of the State of California,
that the foregoing is true and correct. Executed this _____ day of
_____, 201____, at _____.

DATED: _____

BY: _____

ORDER

GOOD CAUSE APPEARING, the Court hereby approves this Stipulation
and Protective Order.

IT IS SO ORDERED.

DATED: March 19, 2019



Honorable Jean P. Rosenbluth
U.S. Magistrate Judge